

EXHIBIT C

I R E L L & M A N E L L A L L P

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September 13, 2004

VIA E-MAIL

Mark A. Pals, Esq.
Kirkland & Ellis
200 E. Randolph Dr.
Chicago, IL 60601-6636

Re: License Agreement between Columbia and BASF Bioresearch Corp.

Dear Mr. Pals:

I am writing to follow up with respect to the status of the License Agreement dated as of June 1, 1995, between The Trustees of Columbia University in the City of New York ("Columbia") and BASF Bioresearch Corporation ("BASF"). Abbott Bioresearch Center, Inc. ("Abbott") claims to be the successor-in-interest to BASF's rights under the License Agreement. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004. With the withdrawal of the notice of termination, Columbia confirms that the License Agreement is in full force and effect retroactive to the date on which the termination otherwise would be effective.

By withdrawing the notice of termination, Columbia is not waiving any grounds for termination of the License Agreement, except for the failure to pay royalties based on the '275 patent as it currently reads with respect to any product currently made, used, offered for sale, sold, or imported by Abbott, or any product that was made, used, offered for sale, sold, or imported by Abbott prior to the date of the Covenant Not to Sue.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc